

STATE OF VERMONT
PUBLIC SERVICE BOARD

Docket No. 6165

Petition of Harron Communications Corporation)
d/b/a Adelphia Harron Cable Communications)
to renew its Certificates of Public Good for its)
cable television systems located in the Towns of)
Wells and Pawlet, Vermont)

Entered: 6/6/2001

RENEWED CERTIFICATE OF PUBLIC GOOD
ISSUED TO HARRON COMMUNICATIONS CORPORATION
PURSUANT TO 30 V.S.A. §§ 231 AND 503

IT IS HEREBY CERTIFIED that the Public Service Board of the State of Vermont on this date finds and adjudges that the issuance of a renewed Certificate of Public Good to serve the Towns of Wells and Pawlet and the operation of said systems by Harron Communications Corporation d/b/a Adelphia Harron Cable Communications ("Adelphia Harron") will promote the general good of the State of Vermont. This Certificate is subject to the following conditions:¹

1. Pursuant to the Board's Order in Docket 6101, Mountain Cable Company and Better TV, Inc. of Bennington, each d/b/a Adelphia Cable Communications ("Adelphia" or "Company"), posted a performance bond ("Bond") in the amount of one million dollars (\$1,000,000) with this Board, on behalf of Adelphia's Vermont ratepayers, as the designated beneficiary, all in a form satisfactory to the Board. Within 30 days of the issuance of this Certificate, Adelphia shall modify the Bond to extend its scope to include the system covered by this Certificate. Funds may be released from the Bond, from time to time, upon order of this Board upon the conditions set out

1. Consistent with the Stipulation and the intent of the Parties, this Certificate of Public Good makes this cable system subject to the provisions of the Certificates of Public Good issued to Mountain Cable Company and Better TV, Inc. of Bennington in Docket 6101. Some of the provisions set out below must be performed by the statewide cable operation rather than by Adelphia Harron Cable Communications. They are included here to make it clear that the operator's performance under this Certificate is to be consistent with and judged according to the standards of the Docket 6101 Certificates.

below. If, after five years, no more than 10% of the Bond has been paid out as penalties, the Company may petition the Board to reduce the amount of the Bond.

2. Adelphia shall reintroduce or introduce FM radio rebroadcast service in all upgraded systems as the upgraded systems are activated. The Company shall provide sufficient information and training to its Vermont personnel, particularly customer service personnel, concerning Adelphia's obligation regarding FM radio rebroadcast service and shall provide information about the reintroduction of this service to customers upon request. The Company shall notify the Board and the Vermont Department of Public Service ("Department") within five business days of the reintroduction of FM service, and shall provide notice to customers of the availability of FM service in the next billing cycle following reintroduction. Failure to provide FM service after completion of a system upgrade will trigger a payment from the Bond of \$1,000 per day per system until the service is provided.

3. For the duration of this Certificate, Adelphia shall employ a Regulatory Affairs Manager separate from the Regional Manager position whose responsibility shall include oversight of Adelphia's compliance with Vermont statutes, rules, orders, and other regulations governing cable operators. Failure to have the position of Regulatory Affairs Manager filled for more than 60 days will trigger a payment from the Bond of \$1,000 per day until corrected.

4. If Adelphia enters or has entered into an agreement to lease, sell, or otherwise provide or share facilities or services in Vermont to or with any of its affiliates, the agreement shall be reduced to writing, including the date, and shall be made available to the Department and the Board upon request. Failure to make such agreement available upon request will trigger a payment from the Bond of \$10,000 per day, commencing with the refusal of or failure to respond to a request.

5. Action taken by Adelphia to restrict or interfere with the ability of subscribers to access any internet material shall make the Company liable for a fine of \$40,000. This provision shall not apply to usage limitations contained in the Company's tariff, to limitations of capacity of the system that affect all users generally, nor to the limitation of access to particular materials at the request of the subscriber for the protection of children.

6. Adelphia must continue to file its tariffs pursuant to Vermont law and the stipulation in Docket 5883. Failure to file a required tariff will trigger a payment from the Bond of \$1,000 per day per tariff until the tariff is filed. It shall not be a defense that the Company did not realize a tariff was required, but the accumulation of any payment for a tariff that is found to be of improper form or that requires amendment before approval shall be tolled from the time it is filed, so long as its form substantially complies with Vermont law.

7. Adelphia shall provide a channel with primarily Vermont-related programming on each of its systems by the earlier of December 31, 2003, or completion of the overall system upgrade. Failure to provide the Vermont-related channel will trigger a payment from the Bond of \$30,000.

8. Adelphia may not show the gross revenue tax as a line item on customer bills. Placement of the gross revenue tax as a line item on bills after July 27, 2000, will trigger a payment from the Bond of \$1 per customer bill mailed.

9. For the purpose of calculating the gross revenue tax under 30 V.S.A. § 22 and for calculating funding for PEG access in the absence of an agreement, Adelphia shall use the following definition of gross revenues: all cash, credit, property of any kind or nature, or other consideration received directly or indirectly by Adelphia derived from the operation of its cable systems including, but not limited to, monthly fees charged to subscribers for basic service; monthly fees charged to subscribers for any optional service; pay television fees; pay-per-view fees, premium service fees, monthly fees charged to subscribers for any tier of service other than basic service; installation, disconnection and reconnection fees; leased channel fees; fees, payments or other consideration received from programmers; fees, payments or other consideration received from third parties for lease of space on either fiber or coaxial cable; converter rentals or sales; studio rental, production equipment and personnel fees; advertising revenues; revenues from home shopping networks; and revenues from Internet access service until such time that a gross revenue tax is paid on such revenues as telecommunications services.

10. Adelphia shall fund the establishment of a statewide cable advisory board which shall be self governing and independent of Adelphia to provide public input on community needs and to serve as a vehicle for two-way communication with the Company.

11. On at least a bi-annual basis, Adelphia's senior Vermont management shall invite city and town government officials in each of Adelphia's cable systems to meet for the purpose of exchanging information about community needs and the Company's plans. These meetings shall be conducted on a systemwide basis. For smaller systems, such meetings may be held under the auspices of a regional planning commission or other appropriate regional entity. The Company shall submit summaries of these meetings, including the recommendations made by participants and the Company's response, to participants, the Board, and the Department.

12. Adelphia Harron shall at all times provide a reasonable quality of service, having regard to available technology, subscriber interest, and costs.

13. Adelphia Harron shall at all times offer a reasonably broad range of programming, having regard to the availability of such programming, the interests of subscribers, the revenues and potential revenues of the system, and costs.

14. The Board shall, to the extent permitted by law, retain jurisdiction to prescribe broad categories of programming.

15. Prices for services shall at all times be reasonable, having regard to the costs of providing such service. If any current Adelphia headend areas are linked to any other current or future Adelphia headend areas, resulting in the elimination of a headend (except for local off-air signal acquisition and PEG access), the tariffs of current rates, terms and conditions for provision of service applicable to the surviving headend shall be applicable to all subscribers served from that headend, and any change thereto shall be filed with the Clerk of the Public Service Board and the Department at least forty-five (45) days prior to the effective date of the change.

16. Adelphia Harron shall notify the Clerk of the Public Service Board and the Department forty-five (45) days prior to any:

- change in rates, terms or conditions of service;
- change in channels offered;
- retiering of any channel; and
- lien, mortgage, pledge or other encumbrance on assets in the franchise area.

17. If Adelphia Harron does business in the State of Vermont under any other name other than the name in use on the date of the Order in this Docket, it shall file a notice of the new

tradename with the Clerk of the Public Service Board and the Department thirty (30) days prior to doing so.

18. At the time of filing its Annual Report pursuant to 30 V.S.A. § 22, Adelphia Harron shall also file with the Board the following:

- Adelphia's public access Plan and a description of its access facilities and services and the use thereof during the preceding calendar year or annual period;
- a copy of all written consumer complaints and notations regarding oral and telephone complaints received during the preceding calendar year or annual period;
- a map sufficiently outlining the service territory and describing its existing plant and any extensions and replacements planned for commencement or completion within one calendar year from the close of the preceding calendar year or annual period; the fiber runs and node locations shall be shown on the map;
- a listing of services, the rates charged for each service as of the date of the filing of the report, a statement of any changes in any such rates from the preceding calendar year or period, and a statement of the revenue derived from each service during such calendar year or annual period;
- a statement of significant changes to be implemented during the current calendar year or annual period in Adelphia's business structure, operating procedures and services to be offered;
- a balance sheet, an income statement, a statement of changes in financial condition and a statement of assets used and useful for the provision of service in Vermont, all as of the close of the preceding calendar year or annual period;
- a current copy of the complete corporate System of Accounts, with on-going updates;
- house count surveys of all unserved areas of the franchised territory, both at the ends-of-lines and unserved interior areas, and a construction budget providing for construction of all areas identified as meeting Adelphia's tariffed criteria for line extensions without a contribution-in-aid-of construction;
- the construction budget shall list separately each line extension, with the length and total estimated cost of each extension; each extension shall be keyed to the appropriate area on the individual town house count survey map and the individual road data sheets; and
- the annual calculation of the Minimum Qualifying Density ("H") for the purpose of Adelphia's line extension policy in accordance with the calculation method set forth in the Order.

19. Adelphia's deposit and disconnection policies shall at all times be consistent with Public Service Board Rules 3.200, 3.400, and 8.000, as they may be amended from time to time.

Implementation of an inconsistent policy will trigger a payment from the Bond of \$1,000 per day, counting from the day the policy is implemented to the day it is rescinded, and a payment of \$5,000 per incident in which the policy is actually enforced against a consumer. It shall be an affirmative defense that the Company's inconsistent policy is included in a filed and accepted tariff.

20. Adelphia shall comply with all regulations of the Federal Communications Commission, including the regulations governing commercial leased access. Compliance with the commercial leased access rules requires Adelphia to provide non-discriminatory access to its facilities to all video programmers qualified by the leased access regulations to such access.

21. Within 30 days of the date of this Certificate, Adelphia Harron shall file revised tariffs to reflect any condition in this Certificate that conflicts with Adelphia Harron's current tariffs on file with the Board.

22. This Certificate shall expire eleven years from the date of this Certificate.

23. This Certificate shall be subject to revocation upon good cause, including a substantial or continuous failure to abide by its material terms.

24. This Certificate may not be transferred without the consent of the Public Service Board.

25. Adelphia shall make as much as 10% of its total bandwidth available for Public, Educational, and Governmental access purposes; this amount may include some portion of the fiber network transferred to Hyperion. Refusal will trigger a payment from the Bond of \$10,000 per system per month. "Refusal" shall not include periods of reasonable negotiation nor submission by the Company of a request for a determination whether a particular allocation is reasonable.

26. Adelphia must work with the relevant access group prior to any Public, Educational, and Governmental access channel reassignment, and shall pay the access entity's reasonable costs of such reassignment. Adelphia shall not reassign a Public, Educational, and Governmental access channel without advance warning and consultation with the access group. Reassignment of a Public, Educational, and Governmental access channel with less than 90 days notice will trigger a payment from the Bond of \$10,000 per incident.

27. Adelphia must provide a statewide Public, Educational, and Governmental access channel, although it may be that this commitment should be met through the provision of

interconnection bandwidth rather than as an actual viewable channel. As noted above, the details of this provision should be determined through negotiation² or a later proceeding. Adelphia shall provide the channel once the upgrade is completed and the details for operation of the channel have been decided. Failure to fulfill this commitment will trigger a payment from the Bond of \$10,000.

28. If the statewide Public, Educational, and Governmental access channel is provided through a viewable channel (and not through the provision of interconnection bandwidth), Adelphia should offer it for carriage on other cable systems.

29. At a minimum, Adelphia must provide the following Public, Educational, and Governmental access outreach:

- fund semi-annual, quarter page advertising in local newspapers promoting Public, Educational, and Governmental access programming and functions;
- assist Public, Educational, and Governmental access groups in placing their channel programming in the local newspaper's television listing grid where such a listing is feasible;
- provide on-screen advertising and promotion of the Public, Educational, and Governmental access channel programming and facilities;
- provide at least 5 MB of space on the Company's Power Link server for each Public, Educational, and Governmental access channel to post program listings; information about scheduling the use of the studio production facilities, post-production editing facilities, training, and scheduling time slots for airing programs on the public access channels; and links to local Public, Educational, and Governmental access web sites related to programs on the channel;
- allow Public, Educational, and Governmental access groups to access Adelphia's electronic programing guide and pay the fee so that the groups can have their schedules listed on that channel.

Failure to provide any component of this Public, Educational, and Governmental access outreach will trigger a payment from the Bond of \$5,000 per incident.

30. Unless otherwise agreed to by Adelphia and a Public, Educational, and Governmental access administrative entity, and in addition to any capital funding negotiated between Adelphia and the administrative entity, Adelphia shall provide the capital funding reasonably necessary to

2. Negotiations should be open to all Public, Educational, and Governmental access entities wishing to take part.

permit each administrative entity to purchase a digital video camera and an appropriately configured computer workstation, with appropriate up-to-date software, capable of digital non-linear online video editing and to serve as a digital platform for publishing information in various formats on the internet. This does not require digital cablecast capability. Adelphia must negotiate in good faith with each Public, Educational, and Governmental access group to determine, within the parameters just mentioned, exactly what equipment shall be purchased. Failure to negotiate in good faith and in a timely manner and to provide the digital capability within twelve months of the date of this Certificate will trigger a payment from the Bond of \$10,000 per Public, Educational, and Governmental access channel not so equipped.

31. Adelphia and the Public, Educational, and Governmental access groups shall reevaluate the equipment needs of public access in the years 2003 and 2006. At those times, Adelphia may be required to provide additional capital funding for equipment upgrades. If an agreement cannot be reached, the Board will exercise its authority under 30 V.S.A. § 509(a) and open an investigation to consider the necessity and amount of the interim upgrade payments. Adelphia must also be prepared to convert Public, Educational, and Governmental access channels over to a digital format for cablecasting. We accept Adelphia's proposed trigger point of a 70% penetration of digital sets in the service area, but Adelphia must be prepared to be flexible. Failure to negotiate in good faith and in a timely manner will trigger a payment from the Bond of \$10,000 per incident.

32. Adelphia shall supply two-way capable service to every school and library and at least one municipal building in every town that it serves. Adelphia shall make the two-way service available at such time that the Company activates two-way services in the area surrounding the school, library, or municipal building. This condition does not require Adelphia to provide two-way capable service to schools, libraries, or municipal buildings that are neither passed by nor within a reasonable distance of cable plant. Failure to provide this access capability will trigger a payment from the Bond of \$1,000 per day per facility not served until the facility is served.

33. Adelphia shall create and maintain a plan for reasonable public access for all of its headends and former headend areas ("the Plan"). The Company shall keep a current Plan on file with the Public Service Board. The Plan shall provide for public access appropriate to each

system headend, and former headend where headends are consolidated, in light of the current technology and the economics of each system. The Plan shall address each of the criteria set forth in Board Rule 8.421, as amended. In those service areas where an administrative entity as defined under Board Rule 8.430 exists, Adelphia and the administrative entity should agree on an appropriate Plan for that service area. Failure to file a Plan will trigger a payment from the Bond of \$1,000 per day per Plan until the Plan is filed.

34. If the Company modifies the Plan, it shall file a copy of the modified Plan with the Public Service Board within fifteen (15) days of such modification. Failure to file a modified Plan will trigger a payment from the Bond of \$1,000 per day per Plan until the Plan is filed.

35. Adelphia shall provide operating funding for each Public, Educational, and Governmental access administrative entity. Unless otherwise agreed to by Adelphia and a Public, Educational, and Governmental access administrative entity, total operating funding within each system served by one or more administrative entity, shall equal 5% of the Company's annual gross revenues earned in that system. Unpaid balances owed by the Company shall earn interest at the legal rate (*see*, 9 V.S.A. § 41a), commencing the day after the due date.

36. Adelphia shall maintain its agreement with the Department and each Public, Educational, and Governmental access administrative entity using Adelphia's Vermont systems on a procedure for handling issues, questions, and complaints which arise from the administrative entities. At a minimum, the procedure must include:

- identification of the types of matters that have arisen in the past between the administrative entities and Adelphia and which are likely to arise in the future, and the urgency demanded by the respective matters;
- designation of an appropriate system-level or state-level Company liaison for each type of matter, on a system-by-system basis when necessary;
- delineation of the responsibilities and authority of the designated Company liaison, including how that individual will be trained to handle their role and time frames for response;
- a mechanism for escalation of matters which have not been satisfactorily resolved by the liaison; and
- a periodic review process for the Public, Educational, and Governmental access groups and Adelphia to jointly review the effectiveness of the procedures at least semi-annually.

37. At least annually, an Adelphia representative shall meet with each Public, Educational, and Governmental access administrative entity's governing board. The Adelphia representative must have sufficient rank to be able to make binding promises on behalf of the Company. Failure to meet with the governing board will trigger a payment from the Bond of \$5,000 per year per governing board. It shall be an affirmative defense that the governing board refused without good cause to meet with the Adelphia representative.

38. Adelphia shall provide reasonable Public, Educational, and Governmental access from all of its system headends and former system headends in accordance with the standards set forth in § 8.400 of the Vermont Public Service Board Cable Television Rule 8.000 *et seq.*, as may be amended from time to time.

39. Adelphia shall provide each Public, Educational, or Governmental access administrative entity and each school and municipality within its service area with a cable modem and high-speed Internet access at no charge. Adelphia shall provide these services following completion of the upgrade in each area, at the same time it offers the PowerLink service to other subscribers within the area.

40. At least annually, Adelphia shall request to meet with the statewide advisory board, once constituted.

41. Adelphia shall contact each municipality in the system subject to this Certificate to arrange a meeting to: (1) discuss the location of at least one live drop feed point within each municipality; and (2) determine and negotiate each municipality's need for additional live drops. In addition, upon completion of the upgrade in each system, and after consultation and mutual agreement between Adelphia and each municipality, Adelphia shall complete installation of the live drops in every agreed location. Adelphia shall submit a report to the Board and the Department on the status of the installation of live drops, including the status of negotiations with the municipalities.

Line Extensions, Upgrades/Rebuilds, Interconnections, and House Count Surveys

42. By December 31, 2003, Adelphia must upgrade all of its Vermont systems, except the Newport system, to 750 MHz and interconnect the smaller ones to larger ones to provide those

customers access to the same level of service offered to its larger systems. In particular, the Rochester, Reading, and Pawlet systems must be rebuilt and connected to full-featured systems not later than December 31, 2003. Failure to provide this access to service will trigger a payment from the Bond of \$20,000 plus \$1,000 per day, both per system not upgraded. It shall be an affirmative defense that failure to complete a system upgrade was due to causes beyond the Company's control.

43. Adelphia must conduct its house count surveys (maps and tabular sheets) in compliance with the following requirements:

- maps with streets and roads named or numbered and legibly labeled, *i.e.* maps and markings should be of a size, contrast, and clear marking, such that they are easily readable after copying;
- each street/road survey segment should be clearly marked (*i.e.*, labeled with a unique identification number for the given map);
- the maps should be reproduced and filed in three colors, one denoting the area currently wired, one denoting that part of the area surveyed which does not meet the Qualifying Density criterion, and one denoting that part of the area surveyed which does meet the Qualifying Density criterion;
- the accompanying tabular data should be unambiguously and clearly marked with the corresponding map, street/road name and segment identification number;
- the data should be typed, and include the date of the survey, the name of the technician who performed the survey, the street/road name, the segment identification number, the location of the dwelling/business units by the tenths of miles, and the location of the take-off points for adjoining streets/roads, with their street/road name/number and segment identification number;
- surveys should begin at the end of the existing system;
- commercial establishments, for example, bed and breakfasts, motels, hospitals, car dealerships, etc., should be counted; where there are multiple connections but each is charged less than a normal residential charge, each unit should be counted proportionately; that is, if each motel unit is charged one fifth the residential charge, each unit should be counted as one fifth of a dwelling for the house count; and
- Adelphia shall count houses with satellite dishes as ordinary houses, unless it files evidence with a modified tariff that supports a change and the Board approves the tariff.

44. Adelphia shall continue to follow the above requirements for its future house count surveys. Failure by the Company to submit its house count surveys when due, or to submit them

in a form consistent with the requirements in condition No. 43, above, will trigger a payment from the Bond of \$1,000 per day per system survey until the surveys are properly submitted.

45. Adelphia shall recalculate Qualifying Density annually, and the new value shall be part of the information the Company provides with the Annual Report to the Department. Failure to submit its recalculation of the Qualifying Density with the Annual Report will trigger a payment from the Bond of \$5,000 per day until the recalculation is submitted.

46. Adelphia must adhere to the schedule submitted as Exhibit Adelphia-76 for reconstruction of its systems and delivery of its new services, as modified in Appendix D to the Board's Order in Docket 6101 for reconstruction of its systems and delivery of new services. See Docket 6101, Orders of 4/28/00 and 7/19/00 . Failure to complete each scheduled upgrade on time will trigger a payment from the Bond of \$1,000 per day per system not completed. It shall be an affirmative defense that failure to complete a system upgrade was due to causes beyond the Company's control.

47. Line extensions shall be built without customer contribution where:

- there is an average density of 14 equivalent year-round residential and business units passed per mile, starting at the nearest end of the existing trunk or distribution system, unless Adelphia's annual calculation of the Qualifying Density as described in the Order yields a number different than 14; or
- there is the equivalent of an average of 10 verified year-round subscribers per mile along the proposed extension.

48. For the purposes of determining whether a line extension should be built without a customer contribution:

- Adelphia shall count a dwelling as a year-round residential unit if the subscriber is paying for year-round service, regardless of the period of actual occupancy;
- Adelphia shall count a subscriber as verified if the subscriber has entered into a two-year contract for year-round service;
- Adelphia shall count seasonal dwellings as one-third of a year-round residential unit unless there is credible evidence that a higher or lower percentage should be used;
- Adelphia shall count seasonal subscribers that enter into two-year contracts on a pro-rata basis;
- when counting residential units for the purpose of implementing its line extension policy, Adelphia shall count all dwellings within 500 feet of the proposed extension (customers

may be charged for the costs of providing a service connection which exceed the cost of a standard 300-foot drop);

- when counting businesses for the purpose of implementing its line extension policy, Adelphia shall count each business if any part of the structure or structures which comprise the business is within 500 feet of the proposed extension (customers may be charged for the costs of providing a service connection which exceed the cost of a standard 300-foot drop);
- when counting business units for the purpose of implementing its line extension policy, Adelphia shall count each establishment that would typically be expected to purchase cable service as one year-round unit;
- Adelphia shall count multiple unit business establishments such as hospitals, homes for the elderly, and nursing homes, as a subscriber per unit if the occupants of the units can subscribe as individuals; the pro-rata scheme described in the April 28, 2000, Order in Docket 6101 should be employed if the subscribers are seasonal;
- in multiple unit business establishments such as hospitals, homes for the elderly, nursing homes, hotels, motels and other lodging establishments where the occupants of the units cannot subscribe as individuals but where there is cable service to a number of the units, Adelphia shall count the units in a manner similar to seasonal residential dwellings, with the ratio of units to equivalent year-round dwellings equal to the ratio of the unit rate to the basic service rate, plus one year-round subscriber for the business as a whole;
- in counting residential units and businesses for the purpose of implementing its line extension policy, Adelphia shall not count that part of the house drop (the facilities located between the dwelling and Adelphia's distribution facilities generally located in the road right-of-way) constructed with coaxial cable as part of the line extension; and
- Adelphia shall respond in writing within ten days to any information request from the Department or the Board concerning the status of line extension plans or construction progress.

49. Adelphia shall perform and report annual unserved area house count surveys, and shall prepare a construction budget for line extension areas determined by the house count surveys to qualify for construction without contribution in aid of construction, as required by the Annual Report to the Department.

50. Adelphia shall file with the Department the individual house count surveys for each municipal area as they are completed.

51. Adelphia shall provide quarterly reports to the Department on each line extension, providing the location of the extension, its length, the date the extension was requested or was determined qualifying via a house count survey, the date pole applications for the extension were

filed with the pole-owning utilities, the proposed and actual date for the engineering rideout, the date the makeready report was received from the pole-owning utilities, the estimated and actual cost of the makeready work, the estimated and actual date for completion of the makeready work, the proposed and actual date construction of the extension commenced, and the date the extension was completed.

52. Adelphia shall annually calculate Qualifying Density for the purpose of the Company's line extension policy, and shall report that calculation in its Annual Report to the Department. The calculation shall be performed using house count survey, penetration, and revenue data from the Annual Report to the Department, as provided in the Board's Order in Docket 6101.

53. Adelphia shall provide the Board, the Department, affected municipalities, and affected Public, Educational, or Governmental access administrative entities complete descriptions of all rebuilds and upgrades sufficiently in advance of their construction so as to allow time for meaningful comments and possible integration of those comments into the construction projects.

54. Within 30 days of this Certificate, Adelphia Harron shall begin meeting with all Public, Educational, or Governmental access administrative entities and municipal governments to fully inform each town and access entity of upgrades planned for their system, and shall work jointly and cooperatively with towns and access administrative entities to plan aspects of the upgrade which connect to town and access operations, including, but not limited to, negotiating locations of two-way video drops in municipal locations. Adelphia Harron shall complete negotiations or request Board resolution of any unresolved issues no later than 120 days after the date of this Certificate.

Customer Service and Subscriber Notices

55. Adelphia shall adhere to the customer service standards contained in 47 C.F.R. § 76.309. The Company must monitor its customer service performance in relation to all Federal Communications Commission and Board customer service standards on a monthly basis. Quarterly, the Company must submit these data to the Department and the Board. Where quarterly performance falls more than 10 percent below any standard, or where performance does not meet any standard for two consecutive quarters, the Company must submit a corrective action

plan indicating how it will regain the failed standards. Failure to submit data within 30 days of the end of a quarter, or to submit an action plan (if required) within 30 days of the end of a quarter, will trigger a payment from the Bond of \$5,000 per day until submitted.

56. Adelphia must track and analyze consumer complaints in a manner that will enable their periodic analysis. Specifically, the Company must work with the Department to develop a complaint tracking protocol that defines what is considered a complaint to the Company and complaint categories to be tracked. The system should permit customer service and sales representatives to capture written, telephonic, e-mail and face-to-face complaints, and to allow easy tabulation and analysis of those complaints by system and topic. On an annual basis, the Company must submit a report to the Department and the Board indicating the number and nature of complaints received, how they were analyzed by the Company, what systemic issues were identified, and what responses were implemented to address those systemic issues. Failure to submit the annual report within 60 days of the end of the year will trigger a payment from the Bond of \$5,000 per day until the report is submitted.

57. Adelphia must respond to written inquiries from the Department regarding consumer complaints within seven days commencing upon receipt by Adelphia of the Department's written notification of a complaint. Written notification includes notification by electronic mail, facsimile, hand-delivery, or U.S. mail. In any case in which the Company is unable to respond fully, providing all information necessary to resolve the complaint, within seven days, it must provide notice to the Department before the elapse of the initial seven days that an extension of time is required. In no case may the total response time, including the initial seven days and any extension, exceed 21 days. Although the initial transmittal of the complaint must be in writing, the Department and the Company are permitted to discuss the complaints in person or by telephone. Failure to respond to the Department's written inquiries within the seven days will trigger a payment from the Bond of \$5,000 per day per incident, commencing on the eighth day after the inquiry.

58. Adelphia Harron shall annually cause to be mailed to each of its subscribers a notice, approved by the Board that:

- states that the Board and the Department desire to hear the views of subscribers regarding the quality of services provided by the Company and as to the reasonableness of the terms upon which such services are provided; and
- informs the subscribers how they may communicate their views to the Board, to the Department, and to the Company.

59. On or before January 30 of each year, Adelphia Harron shall certify to the Board, under oath, that it has distributed the notice during the previous calendar year.

60. Adelphia Harron shall annually notify all subscribers of the complaint and appeal procedure for complaints against any Public, Educational, or Governmental access entity and complaints against the Company itself.

DATED at Montpelier, Vermont, this 6th day of June, 2001.

<u>s/Michael H. Dworkin</u>)	
)	PUBLIC SERVICE
)	
<u>s/David C. Coen</u>)	BOARD
)	
)	OF VERMONT
<u>s/John D. Burke</u>)	

OFFICE OF THE CLERK

FILED: June 6, 2001

ATTEST: s/Susan M. Hudson
Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board (by e-mail, telephone, or mail) of any technical errors, in order that any necessary corrections may be made. (E-mail address: Clerk@psb.state.vt.us)

